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and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

Brenda Landeros and Rodrigo Reyes Zavala, on behalf of themselves and others similarly situated and the general public, Plaintiffs, v. Ellensburg Lamb Company, Inc. dba Superior Farms, Transhumance Holding Company, Inc., and DOES 1 through 50, Defendants.	Case No. FCS058926 *Assigned to Hon. Stephen Gizzi* *Dept. 3* **[PROPOSED] ORDER GRANTING:** **(1) FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND** **(2) MOTION FOR ATTORNEYS' FEES, COSTS, AND PLAINTIFFS' SERVICE AWARDS** Date: October 3, 2025 Time: 9:00 a.m. Dept.: 3

This matter came on for hearing on October 3, 2025 at 9:00 a.m., in Department 3 of the above-captioned Court on Plaintiffs' Motions for Final Approval of Class Action Settlement and for Attorneys' Fees, Costs, and Plaintiffs' Service Awards ("Motions") before the honorable Stephen Gizzi presiding.

Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala ("Plaintiffs") move for final approval of their class action and PAGA settlement against Defendants Ellensburg Lamb Company, Inc. dba Superior Farms and Transhumance Holding Company, Inc. ("Defendants"), and for approval of their attorneys' fees, costs, and service awards. This order will address both. Since preliminary approval was granted, the administrator has mailed notices to 520 class members. Fifty-nine (59) notices were returned by the post office. Follow-up resulted in forty-six (46) new addresses, leaving thirteen (13) non-deliverable. No objections or requests to opt out have been received.

Both motions are **GRANTED**.

A. Background and Settlement Terms

The original complaint was filed on September 26, 2022, raising claims under PAGA and a class action on behalf of non-exempt employees, alleging that Defendants violated the Labor Code in various ways. On August 15, 2024, the Court granted leave to file a First Amended Complaint, which added Plaintiff Rodrigo Reyes Zavala and asserted causes of action for: (i) unpaid overtime, (ii) unpaid minimum wages, (iii) failure to provide meal periods, (iv) failure to provide rest periods, (v) failure to provide accurate wage statements, (vi) waiting time penalties, (vii) failure to timely pay wages, (viii) failure to keep accurate payroll records, (ix) failure to reimburse business expenses, (x) violation of the Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq., and (xi) violations of Business & Professions Code § 17200 et seq. The lawsuit alleges that Defendants required employees to perform unpaid "off-the-clock" work related to sanitation procedures and donning and doffing protective gear, resulting in unpaid wages and non-compliant meal and rest periods.

The settlement will create a gross settlement fund of $600,000. The class representative payment to the Plaintiffs will be $10,000 each ($20,000 total). Counsel's attorney's fees will be $210,000 (35% of the settlement). Litigation costs are $6,005.62, less than allocated in the preliminary approval. The settlement administrator (Simpluris, Inc.) will receive $9,000. PAGA penalties will be $50,000, resulting in a payment of $37,500 to the LWDA. The net amount paid directly to the class members will be about $299,000. The fund is non-reversionary. There are an estimated 520 class members. Based on the estimated class size, the average net payment for each class member is approximately $575.00.

Defendant will fund the settlement within twenty-one (21) days of final approval. (Settlement Agreement, Par. 40.)

The proposed settlement will certify a class of all current and former non-exempt employees of Defendants who worked in California from September 26, 2018 through February 3, 2025. (Settlement Agreement, Par. 4.) The PAGA period includes Class Members who were employed by Defendant during the PAGA period of September 26, 2021 through February 3, 2025. (Settlement Agreement, Par. 23.)

The class members will not be required to file a claim. Funds will be apportioned to class members based on the number of workweeks worked by the individual employee during the relevant time period.

Various prescribed follow-up steps have been taken with respect to mail that is returned as undeliverable. Undelivered or uncashed checks will be voided after 180 days, and if they exceed $30,000, they will be redistributed to class members who cashed their first checks. Otherwise, such funds will be paid to a *cy pres* beneficiary, Capital Pro Bono.

The settlement contains release language covering all "class claims," which are all claims "alleged, or reasonably could have been alleged, based on the facts alleged in the First Amended Complaint, once filed in the Action, including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to keep required payroll records; (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices. This release shall apply to claims arising during the Class Period." Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that' go beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Formal and informal discovery was undertaken, resulting in the production of substantial documents, including timekeeping and payroll records and written work policies. Plaintiffs' counsel also interviewed putative class members and obtained five signed declarations supporting the class claims. The matter was settled after arms-length negotiations, which included an all-day mediation session with an experienced mediator on June 25, 2024.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction … to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc*. (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id*., at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id*., at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorneys' Fees

Plaintiffs seek thirty-five percent (35%) of the total settlement amount as fees, relying on the "common fund" theory, or $210,000. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id*., at 505.)

Accordingly, Plaintiffs have provided information concerning the lodestar fee amount. They estimate the lodestar at $225,340, slightly higher than the fees sought; hence, the proposed award is basically at lodestar. They base this amount on a total of 504.8 hours, at hourly rates ranging from $200 to $800. No adjustment to the 35% fee is necessary. The attorney's fees are reasonable and are approved.

The requested representative payment of $10,000 for the named Plaintiffs was deferred until this final approval motion. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07. Plaintiffs have provided declarations in support of their request. They point out that they executed a broader release than the class as a whole but does not identify any particular claims of value that they may have. They also risk damage to their reputation and more difficulty in obtaining employment. The representative payments are approved.

Litigation costs of $6,005.62 (mostly mediation fees) are reasonable and are approved.

The settlement administrator's costs of $9,000 are reasonable and are approved.

D. Discussion and Conclusion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. The allocation of PAGA penalties among the aggrieved employees (based on pay periods), is reasonable.

The Court has certified a Class, as that term is defined in and by the terms of the Settlement Agreement, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. Certification of the Settlement Class for settlement purposes is confirmed.

The Court hereby confirms Arlo Uriarte and Un Kei Wu of Liberation Law Group, P.C. as Class Counsel.

The Court hereby confirms the appointment of Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala as the Class Representatives in this action.

Simpluris, Inc. is confirmed as the Settlement Administrator.

The Court designates and approves Capital Pro Bono as the *cy pres* designee.

Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that Defendants make payments to Settlement Class Members in accordance with the Settlement Agreement.

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Order.

The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Order.

Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

Both motions are **GRANTED**.

IT IS SO ORDERED.

Dated:

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Hon. Stephen Gizzi
Judge of the Superior Court